

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Monroe D. Kiar, Town Attorney / (954) 584-9770

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2004/2005.

REPORT IN BRIEF: The Town of Davie previously entered into an Agreement with David K. Sigerson, Jr. of Ericks Consultants, Inc. to represent the Town of Davie for legislative and governmental consulting services on December 3, 2003. Said prior Agreement has expired and it is the desire of the Town Council and of David K. Sigerson, Jr. of Ericks Consultants, Inc. to enter into a new Agreement for providing such services for an additional twelve (12) month period commencing October 1, 2004.

PREVIOUS ACTIONS: Resolution R-2003-306 engaging David K. Erickson, Jr., Esquire of Ericks Consultants, Inc. to represent the Town of Davie for legislative and governmental consulting services.

CONCURRENCES: N/A

FISCAL IMPACT: \$36,000.00

RECOMMENDATION: Resolution and Agreement are suitable for Town Council Review.

ATTACHMENTS: Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2004/2005.

WHEREAS, it is in the best interest of the Town of Davie to obtain a Legislative and Governmental consultant to represent the Town of Davie during the State Legislative Session and matters to be heard by the Broward Legislative Delegation including several projects and areas of interest to the Town that the firm of Ericks Consultants, Inc. can assist and monitor legislation that could effect the Town; and

WHEREAS, the attached Agreement (attached hereto as Exhibit A) provides for consultant services during the Fiscal Year 2004/2005; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Legislative Services/Miscellaneous Account Number 001-0103-512-0506.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the Agreement between the Town of Davie and David K. Sigerson, Jr. of Ericks Consultants, Inc. as attached in an amount not to exceed \$36,000.00.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 2004, by and between **DAVID K. SIGERSON, JR., ESQUIRE** and **ERICKS CONSULTANTS, INC.**, a joint venture (hereinafter referred to as "CONSULTANTS"), and the **TOWN OF DAVIE** (hereinafter referred to as "TOWN").

1. IN CONSIDERATION of the sums as herein described and other good and valuable consideration, receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

2. CONSULTANTS shall provide the TOWN with lobbying and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and each body's respective committee and subcommittees with respect to legislation involving water and wastewater policy and regulation (including water surcharge issues local and general law) growth management, affordable housing, transportation, economic development, community redevelopment, municipal code enforcement, Article V funding, windstorm insurance rate reform, local bills (including water surcharge and assist on annexation), state appropriations and project approved process and grants, and state agency representation as specifically assigned, and other matters as assigned by the Town Administrator or Town Council. In addition, CONSULTANTS shall assist the Mayor, Council and Town Administrator in setting up appropriate meetings and appointments with state and local decision makers in the furtherance of the TOWN'S Local and State Legislative Agenda.

3. CONSULTANTS shall provide periodic reports to the Town Administrator, Mayor and Council as to the status and progress of the various issues and projects as assigned. In addition, CONSULTANTS shall be available to meet with the Mayor, Council and Town Administrator either as a group or individually to discuss issues, projects and legislative goals of the TOWN.

4. CONSULTANTS shall provide the TOWN with such services for one year beginning October 1, 2004 and continuing for twelve (12) months thereafter and including the 2005 Regular Legislative Session and any Special Legislative Sessions held during that Legislative Session cycle - up to the end of the twelve (12) month period of the contract.

5. The TOWN shall pay CONSULTANTS for such services up to a total of \$36,000.00 for the twelve (12) month period of the contract to be paid in equal payments of \$3,000.00 per month upon submission of an itemized statement each month describing the activities of the CONSULTANTS on behalf of the TOWN.

6. Extraordinary expenses incurred by CONSULTANTS must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of Town business.

7. **INDEPENDENT CONTRACTOR:** CONSULTANTS are at all times and shall remain Independent Contractors, solely responsible for the manner and method of completing its work under this Agreement.

8. **LAWS AND REGULATIONS:** CONSULTANTS shall comply with all laws relative to their work under this Agreement.

9. **ASSIGNMENT:** Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANTS without the prior approval of the TOWN.

10. All documents, correspondence, and communication between the TOWN and the CONSULTANTS shall be deemed confidential, except to the extent covered by the Florida Public Records Law.

11. Each CONSULTANT must disclose to the TOWN any and all representations of other clients, whether directly or indirectly, which will be adverse to the interests of the TOWN. If such representation is considered adverse, whether directly or indirectly, by the Town Council, the Town Administrator or the Town Attorney, then the CONSULTANT with such conflict will abstain from representing such other entity or client unless he receives authorization from the TOWN.

12. In the event that a dispute arises between the parties concerning this agreement, the laws of Florida shall apply and such disputes shall be brought in the appropriate court in Broward County, Florida.

13. This agreement may be continued or renewed by the Town Administrator to complete projects assigned by the Town Administrator or the Town Council.

14. This agreement may be terminated by either party upon ninety (90) days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

DAVID K. SIGERSON, JR., ESQUIRE

TOWN OF DAVIE

BY: _____
David K. Sigerson, Jr., Esquire
For David K. Sigerson, Jr.
And David L. Ericks
2410 Van Buren Street
Hollywood, Florida 33020

BY: _____
Tom Truex, Mayor
Town of Davie
6591 Orange Drive
Davie, Florida 33314